

AGREEMENT AND RELEASE OF LIABILITY

I have had an opportunity to read this Release Agreement and agree as follows:

I represent and warrant that I am at least 18 years old, or if I am not of legal age of majority in my state of residence, I understand that my parent or legal guardian must also sign this Release Agreement. I have the full, complete and unrestricted right and authority to enter into this Release Agreement. I am not under the influence of drugs. I am not intoxicated.

I voluntarily participate in recreational activities at the Nerf Challenge at LA Live, in Los Angeles, California (the “*Activities*”). I have no mental or physical condition that could impair my participation in the Activities.

I understand and acknowledge that the Activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. I understand and acknowledge that Kilburn Media (“*Sponsor*”) has not arranged for nor carries any insurance of any kind for my benefit or for the benefit of my heirs, executors, or administrators, and that I am solely responsible for obtaining and paying any life, health, travel, accident, or other insurance relative to my participation in the Activities.

As lawful consideration for being permitted to participate in the Activities, I hereby fully release from any liability and agree not to sue, make a claim against, or prosecute Sponsor or its agents, employees, officers, owners, members and affiliate organizations, for any loss, injury or death caused by, resulting from, or in any way relating to my participation in the Activities, whether or not such loss, injury or death was caused by alleged negligence.

Further, I understand that Sponsor may take photographs and/or video of me during my participation in the Activities (“*Media*”). I hereby irrevocably grant to Sponsor and its affiliates and their successors, assigns and licensees the unrestricted right (but not the obligation) to: (a) use my name, image and likeness in connection with the Media in any manner, in whole or in part, severally or in conjunction with other works, in any media now or hereinafter known, throughout the universe, in perpetuity, for any lawful purpose whatsoever, including, without limitation, for promotion, advertisement and trade; and (b) edit, change, or alter the Media without restriction. I do not expect, and I will not be paid, any money for the rights granted hereunder. I hereby waive any right to inspect or approve any use of the Media. I hereby release and waive, and agree not to bring at any time in the future, any claims or demands against Sponsor or its affiliates or their successors, assigns or licensees, arising out of or relating to their use of the Media, including, without limitation, assertions of (1) rights of publicity (including any allegedly improper or unauthorized use of my name, likeness or image); (2) rights of privacy; (3) presenting me in a false light (including any allegedly false or misleading portrayal of me); (4) copyright, trademark or other intellectual property infringement; (5) defamation, libel or slander; (6) breach of alleged moral rights; or (7) any other claimed violation of a personal or property right.

I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Participant: My Signature Below Represents That I Have Read, Understand, And Am In Agreement With All The Information And Statements Above.	
Participant Signature: _____	Date: _____

IF PARTICIPANT IS A MINOR, PARTICIPANT’S PARENT OR LEGAL GUARDIAN MUST ALSO PRINT AND SIGN NAME BELOW.	
I, the undersigned, hereby represent and warrant that I am the parent or legal guardian of the above participant, I have read and fully understand the terms and conditions of this Release Agreement, and I do hereby consent to and approve all of its terms and conditions on his/her behalf, as well as in my own capacity as parent or legal guardian.	
Parent/Guardian Signature: _____	Date: _____
Parent/Guardian Name: _____	